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DEPT-01 RECORDING	\$31.00
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45063 + GV **-94-736219	
COOK COUNTY RECORDER	

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 2ND, 1994
The mortgagor is STANLEY MIKA AND ELIZABETH MIKA , HIS WIFE,

COMMUNITY SAVINGS BANK ("Borrower"). This Security Instrument is given to
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
4801 WEST BELMONT AVENUE, CHICAGO, ILLINOIS 60641

ONE HUNDRED SIXTY THOUSAND AND 00/100 Dollars (U.S. \$ 160,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1ST, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

PARCEL 1:

SFF ATTACHED RIDER.

County, Illinois:

LOT FORTY-EIGHT (48) (EXCEPT THE NORTH SIXTY-SIX (66) FEET THEREOF AND EXCEPT THE EAST ONE HUNDRED TWENTY-FIVE (125) FEET) AND THE SOUTH FIFTY (50) FEET OF EAST ONE HUNDRED TWENTY-FIVE (125) FEET OF LOT FORTY-EIGHT (48) IN FREDRICK H. BARTLETT'S SUBDIVISION OF THE NORTH SEVEN-EIGHTHS OF (N-7/8) OF WEST HALF (W-1/2) OF SOUTHWEST QUARTER (SW-1/4) OF SECTION SEVENTEEN (17), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBERS: 13-17-309-079 AND 13-17-309-084.

PROPERTY COMMONLY KNOWN AS: 4136 N. MOBILE AVENUE - CHICAGO, ILLINOIS 60634.

PARCEL 2:

THE NORTH 27.50 FEET OF LOT FORTY-SEVEN (47) IN JOHN J. RUTHERFORD'S THIRD ADDITION TO MONT CLARE IN THE NORTHWEST QUARTER (NW-1/4) OF SECTION THIRTY (30), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 13-30-120-001-0000.

PROPERTY COMMONLY KNOWN AS: 2959 N. MONT CLARE AVENUE - CHICAGO, ILLINOIS 60634.

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Form 3014-9/90 (page 2 of 6 pages)

5. **Hazard or Property Insurance.** Borrower shall keep the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the one or more of the actions set forth above within 10 days of the giving of notice.

Over this Security instrument, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien to this Security instrument if Lender demands that any part of the Property is subject to a lien which may affect the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender suspending the lien by, or deferring application of the obligation secured by the lien in, legal proceedings operated to prevent the in writing to the payee of the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the in writing to the payee of the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees

the payments.

6. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the this paragraph; (ii) Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Proportion which may affect this Security instrument, and cascading payments of ground rents, if any. Borrower

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the paragraph 2; third, to interfere with, to principal due; and last, to any late charges due under the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied first, to any prepayment due; all payments received by Lender shall payable under

such of the Property, shall apply any funds held by Lender in the time of acquisition of sale as a credit against the sums received by this Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Escrow items when due. Lender may so notify Borrower in writing, and, in such case to the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Borrower for the excess service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an estimate for reporting service used by Lender to pay a one-time charge for an independent real Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for the same purpose for this Security instrument.

The Funds shall be held in escrow in a manner which exceeds the amounts permitted to be held by a federal agency, instrumentality, or entity

exceeds the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable law that applies to the Funds. As a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed a minimum amount of \$100 per calendar month from time to time, 2 U.S.C. § 2601 et seq. ("RESPA"), unless another Escrow Settlement Procedure Act of 1974 as amended applies to the Funds. Lender shall not be liable for the federal Reserve amount to Lender for a federally related mortgage loan may require for Borrowers' escrow account under the maximum terms are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance premiums, if any, and (c) any sums payable by Borrower to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note and any prepayment due under the Note.

principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants and consents the Property is unencumbered, except for encumbrances of record, mortgages, grants and easements, and that the Property is lawfully vested of the estate hereby conveyed and has the right to

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

Borrower, grant and consents the Property is unencumbered, except for encumbrances of record, mortgages, grants and easements, and that the Property is lawfully vested of the estate hereby conveyed and has the right to

and encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully vested of the estate hereby conveyed and has the right to

instrument. All of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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Form 301A 990 (Part 2 of 6 pages)

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Property

23. **Warder of Homestead.** Borrower makes all right of homestead exemption in the Property instrument without charge to Borrower. Borrower shall pay any recording costs.

22. **Release.** Upon payment of all sums accrued by this Security instrument, Lender shall release this Security provided in this paragraph 22, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies instrument by judicial proceeding. Lender shall be entitled to receive the sum accrued by this Security instrument without further demand and may foreclose this Security in full of all sums accrued by this Security instrument. Lender at his option may require immediate payment of the non-existent or any other deficiency of title to accelerate and foreclose. If the proceeds of the non-existent or any other deficiency of title to receive the right to assert in the foreclosure shall further inform Borrower of the right to reinstate after acceleration and the sale of the property. The notice the sums accrued by this Security instrument, foreclosing and sale of the property, the notice cured; and (d) shall failure to cure the default on or before the date specified in the notice given to Borrower, by which time the default must be cured; (c) a date not less than 30 days from the date the notice is given to Borrower; (d) the action required to cure the default applies to providers other than; (e) the notice shall specify; (f) the default under paragraph 17 breach of any covenant or agreement in this Security instrument (but not prior to acceleration following Borrower's

NON-UNIFORM COVENANTS. Lender shall further covenant and agree as follows:

that relate to health, safety or environmental protection.

used in this paragraph 20, Environmental Law, means federal laws and laws of the jurisdiction where the property is located pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As environmental law and the following substances, gasoline, kerosene, oil or toxic petroleum products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by shall promptly take all necessary reasonable actions in accordance with Environmental Law.

authorities, that any removal of or remediation of any Hazardous Substance affecting the property is necessary. Borrower law of which Borrower has, actual knowledge. If Borrower leases, or is notified by any Hazardous Substance of regulation government of regulation, property or private party involving the property and demand, loan or other action by any Borrower shall promptly give Lender notice of any investigation, claim, demand, loan or other action by any resident uses and a statement of the property.

of the property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal property than is a violation of any Environmental Law. The preceding two sections shall not apply to the presence, use, or substances on or in the property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is a violation of any Environmental Law. The preceding two sections shall not apply to the presence, use, or substances on or in the property.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any also contain any other information required by applicable law.

Borrower will be given written notice of the new Loan Servicer and the address to which payments should be made. The notice will state the name and address of the new Loan Servicer and the change in accordance with paragraph 14 above and applicable law. The notice may be one of more changes of the Loan Servicer it is a sale of the Note. If there is a change of the Loan Servicer, known as the "Loan Servicer," this collects monthly payments due under the Note and this Security instrument. There also instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

19. **Sale of Note.** Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument and the obligations secured hereby) remain fully effective as if no acceleration had occurred. However, this instrument, including, but not limited to, reasonable attorney's fees, and (d) pays all expenses incurred by Borrower, this Security sum accrued by this Security instrument shall continue unchanged. Upon reinstatement by Lender to pay the instrument, including, but not limited to, reasonable attorney's fees, and (c) pays all expenses incurred by Lender to reinforce this Security instrument, (b) cures any default of any other covenant or agreement, (a) pays all expenses incurred in enforcing this Security instrument, (b) pays all sums which when would be due under this Security instrument and the Note as if no acceleration had occurred; (c) pays all reasonable attorney's fees, and (d) takes such action as Lender may reasonably require;

Security instrument; or (b) entry of a judgment compelling this Security instrument. Those conditions are that Borrower: (a) Security instrument; or (b) entry of a judgment compelling this Security instrument. Those conditions are that Borrower: (a) applicable law may specify for reinstatement before sale of the property pursuant to any power of sale contained in this

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:
XXXXXXXXXX

Witness:
XXXXXXXXXX

(Seal)
Borrower

(Seal)
Borrower

STANLEY MIKA

(Seal)
Borrower

(Seal)
Borrower

ELIZABETH MIKA

STATE OF ILLINOIS.

COOK

County ss:

I, Kathleen McKenna, a Notary Public in and for said county and state,
do hereby certify that STANLEY MIKA AND ELIZABETH MIKA, HIS WIFE,

, personally known to me to be the same person(s) whose name(s) are
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed
and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set
forth.

Given under my hand and official seal, this 4th day of August, 1994

My Commission expires:

9-8-94

LOAN# 14735-9

Notary Public

This instrument was prepared by

CONRAD J. NAGLE, ATTORNEY
4801 West Belmont Ave.
Chicago, Illinois 60641

(Address)

BOX 331

COMMUNITY SAVINGS BANK
4801 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60641

